authority the liability of the innkeeper is similar to that of an ordinary master. *Wade v. Thayer*, 40 Cal. 578. Recently there have been some intimations that the rule of liability of common carriers should be applied to innkeepers. *Rommel v. Schambacher*, 120 Pa. 579.

PLEDGES—WAREHOUSE RECEIPTS—DELIVERY.—UNION TRUST CO. v. WILSON, 25 SUP. CT. 766.—*Held*, that goods which are stored, "to be delivered only on surrender of this receipt," are delivered sufficiently by a transfer of the receipt, as against creditors. Harlan, Brewer, and Day, JJ., *dissenting*.

Generally, there must be actual transfer of the property to be good against creditors. *Christian v. Atlantic, etc., R. Co.*, 133 U. S. 241; *Skiff v. Stoddard*, 63 Conn. 198. No matter how numerous the articles are no writing can be a substitute for a pledge. *George v. Pierce*, 123 Cal. 172. But in certain cases, as in that of warehouse receipts, where delivery of the goods is impracticable, it has been held sufficient to deliver the receipt. *Willits v. Hatch*, 132 N. Y. 41. There have been cases to the contrary. *Nat'l Exch. Bank v. Graniteville Mfg. Co.*, 79 Pa. 22. But the great weight of authority is as in the principal case. *Bank v. Hubbard*, 48 Mich. 118; *Union Trust Co. v. Trumbull*, 137 Ill. 146.

MASTER AND SERVANT—NON-COMPLIANCE WITH STATUTE—ASSUMPTION OF RISKS.—HALL v. WEST SLADE MILL CO., 81 PAC. 915 (WASH.).—*Held*, that a master who fails to comply with a statute requiring him to place safeguards over cogs, gearing, and the like, cannot invoke the doctrine of "assumed risk" against a servant who is injured by such unguarded machinery, although the latter knows of the failure to comply with the requirements, and the danger to which he is subjected. Root, Rudkin, and Crow, JJ., *dissenting*.

On this question the authorities are by no means uniform. It is well settled that at common law a servant cannot recover damages when he knows of the dangers incident to his employment; *St. Louis, I. M. & S. Ry. Co. v. Davis*, 54 Ark. 389; for he is presumed to have assumed the risks and cannot recover, though the master is negligent. *Mundle v. Hill Mfg. Co.*, 86 Me. 400. Some states hold that statutes similar to the above one change the common law in this respect and say that failure, by the master, to comply with the requirements renders him liable, even though the servant knows of the dangers; *Brazil Coal Co. v. Hoodlet*, 129 Ind. 327; nor does the right of the servant to recover depend upon his exercising ordinary care. *Catlett v. Young*, 143 Ill. 74. Other states, and, it seems, by the weight of authority, say that these statutes are penal and do not in any way affect the right of the servant to recover; *Knisby v. Pratt*, 148 N. Y. 372, and that the servant cannot recover for an injury resulting from an open and obvious defect caused by the master's failure to perform a statutory duty. *Spiva v. Osage Coal Min. Co.*, 88 Mo. 68.

RELIGIOUS SOCIETIES—JURISDICTION OF COURTS—BONACUM v. MURPHY, 140 N. W. 180 (NEB.).—*Held*, that the courts will not review the process or proceedings of church tribunals for the purpose of deciding whether they are regular or within their ecclesiastical jurisdiction; nor will they attempt to decide upon the membership or spiritual status of persons belonging or claiming to belong to religious societies.

The decisions of the highest tribunal of a church on a purely ecclesiastical matter are binding upon the civil courts. *Kims v. Robertson*, 154 Ill. 394;